

PGS. 3 \$24.00
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REVIVOR AND FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§
§
§

L0502739

COUNTY OF TARRANT

Electronically Recorded
Chesapeake Operating, Inc.

Whereas, **Karl Irvin and wife, Carol Irvin**, ("Lessor") whose mailing address is 6807 Winthorp Dr., Arlington, TX 76001, heretofore executed and delivered to **Dale Resources, L.L.C.**, predecessor in interest to **Chesapeake Exploration, L.L.C.**, ("Chesapeake") whose address is 6100 N. Western Avenue, Oklahoma City, Oklahoma, 73118, an Oil, Gas and Mineral Lease (the "Lease") made on January 9, 2007, which is recorded as Instrument # D207033777 of the Official Records, Tarrant County, Texas, covering lands in Tarrant County, Texas, as more fully described in said Lease, reference to the Lease is hereby made for all purposes; and

Whereas Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and

WHEREAS, said parties declare said Lease to have expired under its terms; and,

WHEREAS, it is the desire of Lessor and Chesapeake to revive, adopt, and confirm said Lease, notwithstanding its prior termination, for new consideration paid to and accepted by Lessor as adequate;

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **three (3) years** from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

WHEREAS, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 2 will be as follows:

"2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of **three (3) years and four (4) months** from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

NOW THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the Lessee or its assigns, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby amend the Lease by correcting Paragraph 2, as stated above.

AND, for the same consideration recited above, the undersigned, jointly and severally, do hereby, revive, adopt, and confirm the Lease, and all of its provisions, except as herein modified and amended, and do hereby grant, lease, and let, to the Lessee therein or its successors and assigns, any and all interest which Lessor now has, or may hereafter acquire, either by conveyance, devise, inheritance, or operation of law, and whether, vested, expectant, contingent or future, in and to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and the undersigned hereby declare that the Lease and all of its provisions are

binding on the undersigned and is a valid and subsisting Oil, Gas and Mineral Lease and this Amendment shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of each of the undersigned.

Dated on the acknowledgment date of the undersigned.

EXECUTED this 14th day of APRIL, 2010.

LESSOR:

Karl Irvin
Karl Irvin

Carol Irvin
Carol Irvin

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
An Oklahoma Limited Liability Company

By: Henry J. Hood
Henry J. Hood, Senior Vice President - Land and
Legal & General Counsel

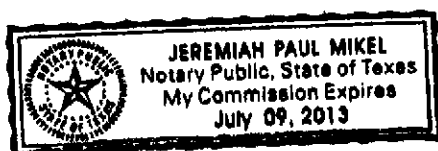
TOTAL E&P USA, INC., a Delaware corporation

By: Eric Bonnin
Eric Bonnin, Vice President-Business Development and Strategy

ACKNOWLEDGEMENTS

STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14th day of April, 2010, by Karl Irvin and wife, Carol Irvin.

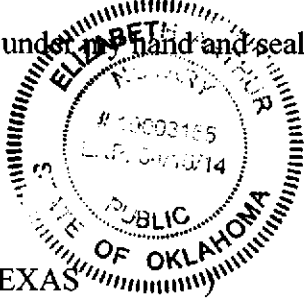


Jeremiah Paul Mikel
Notary Public, State of Texas
My Commission Expires: _____
Commission Number: _____

STATE OF OKLAHOMA §
COUNTY OF Oklahoma §

Before me, Elizabeth Arthur, the undersigned notary public, on this day personally appeared Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

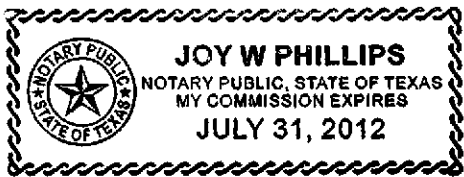
Given under my hand and seal of office this 22nd day of April, 2010.




Eleanor A. [Signature]
Notary Public, State of Oklahoma
My Commission Expires: _____

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th day of October, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation.




Notary Public in and for the State of Texas
My Commission Expires: _____
Commission Number: _____

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154